



Department of Procurement Services

160 South Hollywood Street · Room 126 · Memphis, TN 38112 · (901) 416-5376

QUESTIONS AND ANSWERS

RFP 04032024SB Formative Assessment

1. Can the assessment items/questions in the item bank be sourced, or must they be created by the vendor?
They can be sourced.
2. Is the district writing the benchmark assessments or are those provided by the vendor?
The district is expecting test items to be provided by the vendor. The vendor may provide completed benchmark assessments or an item bank that the district can use to create benchmark assessments.
3. If a vendor's assessments and expertise are primarily focused on ELA and Math (and not Science), does the district consider that a barrier to responding to this RFP?
A proposal that has no science component is not likely to be selected.
4. Has the district identified structures, windows, or specific days for the professional development outlined in the RFP?
No. However, we would expect initial professional development to occur by August of 2024.
5. Can you share more information about the desired purpose, design, and use of "vendor-produced benchmark assessments with content that matches the pacing of the district's curriculum?"
This refers to benchmarks created by the vendor that match the pacing of the district's curriculum. These benchmarks, which may need to be custom made by the vendor, would only include curriculum standards that have already been covered at the time of testing based on the district's curriculum pacing guide.
6. For the IT Questionnaire, is it a barrier to application if the vendor's software does not currently have the listed certification reports?
In this case, the certification reports are not crucial for compliance or security reasons. However, if the vendor is supposed to take out PII like in the case of any cloud software, meeting the criteria can demonstrate its reliability, effectiveness and security. In this case, this will not disqualify the vendor from consideration
7. Do the science assessments need to be delivered digitally and must they align to the NGSS?

We prefer online testing capability for science, and the assessments would need to align to Tennessee state science standards.

8. If a vendor's assessments and expertise are primarily focused on ELA and Math (and not Science), does the district consider that a barrier to responding to this RFP?

A proposal that has no science component is not likely to be selected.

9. Would open source assessment items available on paper only sufficiently meet your needs for subject areas that are not the vendors primary content areas?

We strongly prefer online assessments for all content areas but other options would be considered.

10. Does each content assessment need to be delivered online and does each assessment need to roll up on our platform?

We strongly prefer online assessments for all content areas, but other options would be considered.

11. Does MSCS already have a benchmark test that occurs three times per year, and is seeking an item bank in this requirement? Or is MSCS seeking a benchmark test and an item bank as part of this requirement? If the latter, is MSCS using benchmark and formative interchangeably?

Yes, benchmark and formative are being used interchangeably to refer to the three assessments that would be given district-wide three times per year. In addition, we are requesting an item bank that can be used for additional assessments outside of the three district-wide assessments.

12. Does SCBE agree that the Vendor will retain exclusive rights over any designs, programs, documents, data, reports, materials, supplies, equipment, accomplishments, processes, improvements, methodology, and assessment items owned by the Vendor prior to award and not specifically created for SCBE and that all of these items shall remain Vendor's exclusive property?

The vendor will supply us with pre-existing tests and item banks that MSCS can use but those tests and item banks will remain the vendor's property while MSCS uses them and after the contract ends. When the contract ends, MSCS would not expect to still have access to the vendors tests and item banks. but we should be able to download any test results during our contract with the vendor and keep the test results after the contract ends. The expectation is that MSCS will own and have access to its data during and after the contract engagement. A Data Usage agreement may also be executed or added into this agreement that specifically spells out the expectation surrounding the use of MSCS' data.

13. Does SCBE agree that any inspection shall be limited to regular business hours? Would SCBE be agreeable to signing a non-disclosure agreement before accessing any trade secret information? Would SCBE be agreeable to signing non-disclosure agreements prior to accessing any trade secret information in the course of any inspection?

Depending on the needs of MSCS, we will work with the vendor to have any inspections and/or requests completed during business hours and if there is a need beyond regular

business hours, MSCS will work with the vendor to establish these hours and the protocols surrounding these hours. MSCS is open to reviewing and possibly agreeing to a non-disclosure agreement

14. Does SCBE accept that the Vendor is only required to indemnify SCBE for actions arising directly or indirectly due to the fault of the Vendor, its agents, employees, or volunteers and is not required to indemnify SCBE for actions caused by any omission or negligence on the part of SCBE?

Indemnity. It is expressly agreed that SCS will not assume liability for any injury (including death) to any persons or damage to any property arising out of the acts or omissions of the agents or employees of the Contractor. Further, to the extent permitted by law, Contractor will defend, indemnify and hold SCS harmless from any and all third party demands, claims, suits actions and legal proceedings brought against the SCS, its board members, officers, employees or agents arising out of any third party claim that (1) the Service infringes or misappropriates the intellectual property rights of that third-party or (2) acts or omissions by Contractor or its agents or employees that result in bodily injury (including death) in the course of performing services to SCS pursuant to this Agreement. The foregoing provisions shall include, but not be limited to, any judgments, awards, settlements (as approved by Contractor), reasonable attorney fees, and costs and expenses incurred by SCS in connection with the defense of any actual or threatened action, proceeding or claim. Notwithstanding the foregoing, Contractor shall not be obligated to indemnify SCS if such infringement or misappropriation claim arises from: (a) the SCS Content or content from an User; (b) SCS's or User's misuse of the Service; or (c) SCS's or User's use of the Service in combination with any products, services, or technology provided by a third-party. If such a claim of infringement or misappropriation is made or threatened, Contractor may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license for SCS to continue its use of the Service; or (iii) notwithstanding Contractor's obligation to indemnify hereunder, terminate the Agreement with no liability to SCS or any User along with the return of the unused portion of any prepaid fees. SCS will indemnify and defend Contractor to the extent allowed by Tennessee Law, from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third-party regarding: (z) an allegation that the SCS Content or content from any User infringes or misappropriates the intellectual property rights of that third-party; or (y) use of the Service by SCS (or any User) in violation of this Agreement. The party seeking indemnification (the "Indemnified Party") shall provide the other party (the "Indemnifying Party") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense of or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Parties entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

15. Will the Vendor have an opportunity to negotiate language contained in the Terms and Conditions or Special Terms and Conditions for RFP's contained in Appendix A? **The contract will be reviewed, negotiated and agreed upon by both MSCS and the awarded vendor.**

16. For the in-person professional development sessions during the first year, should the vendor assume that SCBE will provide meeting space at either the central office or individual schools?

Yes.

17. Is Science a required subject for this bid? In other words, if a vendor offers Math and ELA, but no Science, would the District consider a response without Science?

A proposal that has no science component is not likely to be selected.

18. Are the following bullets related to professional development intended to be the same or separate requirements?

- Ongoing professional development must be provided at the district and school level.
- At a minimum, during the first year, four hours of in-person professional development should be provided for at least two representatives from each school (306 representatives from 153 schools). An additional four hours of professional development should also be provided to the 306 school representatives for a total of eight hours during the first year, and these additional four hours may be provided in person or virtually. In addition, at least four hours of in-person professional development should be provided the first year to as many as 100 central office representatives. We ask that any in-person sessions for schools or central office personnel not include more than 35 participants.

Regarding the second bullet, can MSCS clarify your expectation for the in-person meetings? We understand that 306 representatives from 153 schools are to receive four hours of in-person training, along with plans for the involvement of 100 central office representatives. But the District asks to keep the meetings to no more than 35 participants at any time. Could MSCS clarify if you have a specific arrangement or multiple sessions in mind to fit the 35-person guideline in relation to the total number of representatives desired? **The bullet points refer to the same requirement. One bullet point details the minimum amount of PD that must be provided, but vendors can offer additional PD beyond the minimum. We are not mandating the specific content of the sessions but at a minimum the sessions should result in our school and district personnel being able to correctly administer assessments and use the resulting reports.**

19. Can MSCS clarify “the ability to create or purchase from the vendor benchmark assessments with content that matches the pacing of the district’s curriculum”?

This refers to benchmarks created by the vendor that match the pacing of the district’s curriculum. These benchmarks, which may need to be custom made by the vendor, would only include curriculum standards that have already been covered at the time of testing based on the district’s curriculum pacing guide.

20. Can MSCS confirm the current curricula for the content areas (math, ELA, science, social studies)? In addition, can MSCS confirm that the District is seeking curriculum-aligned assessments?

The assessments must be curriculum aligned in that they should be aligned with Tennessee curriculum standards. Assessments that match the curriculum pacing guide of the district and only include standards covered so far during the school year are of interest to the district but are not a requirement.

21. For ELA, does MSCS expect commissioned or permissioned passages?

Either type of passage is potentially acceptable and will be considered when reviewing the proposals.

22. When does MSCS expect the formative assessment system to be operational?

September, 2024

Thank you,

Procurement Services